

first to avoid duplication but in such case I suspect that some of the other nearby Army Hospitals would like to have them.

We will be pleased to have books or journals on loan for duration. These will be carefully protected and returned after the emergency.

My best regards and thanks.

Sincerely yours,

LEWIS T. BULLOCK, *Captain A.A.F.M.C.*

Concerning Leases of Physicians Entering Military Service*

(COPY)

San Francisco, October 28, 1942.

F. Burton Jones, M. D.,
Secretary, Solano County Medical Society,
Vallejo, California.

Dear Doctor:

I have delayed answering your letter of September 29, 1942, until such time as I could give you a definite answer with regard to the existence of any legislation which would permit physicians to "void a lease or render it inactive for a period of time" while in military service. At the time your letter was received, the Soldiers and Sailors Civil Relief Act of 1940 contained no provisions which offered any substantial help to a physician who desired to be relieved from the obligations of a long-term lease because of his inability to maintain the lease by reason of his entry into the military service. Amendments to the Act were pending at that time.

These amendments were recently signed by the President and Section 304 is thereby added to said act. This section provides that any lease covering premises occupied for dwelling, professional, business, agricultural or similar purposes, where such lease was executed by or on behalf of a person who, after the execution of such lease, entered military service, may be terminated by a notice, in writing, delivered to the lessor at any time following the date of the beginning of the lessee's period of military service.

In the event that the lease provides for a monthly rental, the termination shall be effective thirty days after the first date on which the next rental payment is due and payable subsequent to the date when such notice is delivered or mailed. For example, if a physician has a lease providing for a monthly rental payable on the first day of each month, he may deliver a notice, in writing, to the lessor on the last day of any month and the notice will be effective to terminate the lease on the last day of the next succeeding month thereafter (a notice of termination delivered to the lessor on or before November 30th would be effective to terminate a lease, providing for monthly payments of rent, on December 31st). In the case of all other leases, termination shall be effective on the last day of the month following the month in which such notice of termination is delivered or mailed.

By the terms of the act, delivery of such notice of termination may be accomplished by placing said notice in an envelope properly stamped and duly addressed to the lessor or to the lessor's agent and depositing the notice in the United States mail.

In the case of the termination of a lease under this section, any unpaid rental for a period preceding the effective date for the termination of the lease is probably computed and any rental paid in advance for a period succeeding such termination date must be refunded by the lessor to the lessee.

This section will afford relief to all physicians and sur-

geons and now occupying offices under long-term leases in that they can relieve themselves from the obligation to pay rental under the lease after they have entered military service.

No doubt a number of physicians will desire to maintain their offices while in military service so that they may return at the end of the war and resume their former practice. Of course, there is no way in which this can be accomplished unless any existing lease is renewed and its terms and conditions fully complied with. In order to accomplish this, it would seem necessary to find some physician or surgeon to care for the practice of the doctor entering military service until such time as he may return. In this connection, I refer you to a Medical Jurisprudence article which will be published in the October issue of CALIFORNIA AND WESTERN MEDICINE, relating to the legal situation existing between physicians entering military service and those persons who agree to take a position of locum tenens and care for the practice of the physician absenting himself.

There are a number of other benefits extended by the Soldiers and Sailors Civil Relief Act to all persons entering military service with respect to rent, installment contracts, mortgages, insurance and taxes. The purpose of the act is to afford relief to persons whose ability to fulfill their financial obligations is definitely prejudiced by entry into the armed forces and the possibilities offered by this act should be considered by all physicians and surgeons entering military service. The general provisions of the Soldiers and Sailors Civil Relief Act are discussed in a Medical Jurisprudence article contained in the May, 1942, issue of CALIFORNIA AND WESTERN MEDICINE, and I suggest that you read this article. The scope of the act has been extended by recent amendments as indicated by the section in regard to leases discussed above, but the general tenor of the provisions of the act as set forth in this article remain substantially unchanged.

I hope that the information contained in this letter will be of some help to you. If there are any further questions which you wish clarified, please let me know.

Very truly yours,

(Signed) HARTLEY F. PEART.

Concerning a Recent Malpractice Case: Some Observations

Los Angeles, California.

To the Editor:—It can happen to any of us. Out of a blue sky, and apparently without rhyme or reason, a friend of mine was sued for one hundred thousand dollars, plus.

The case in brief: A young woman, pregnant, seen by the physician regularly as an obstetrical case in his office, when about four and one-half months along, developed abdominal pain, cramps, nausea and vomiting; sent home from office with Rx for sedation; seen at residence following day; next morning sent to hospital at 6:05 a.m.

History of indiscreet eating; working diagnosis of toxæmia of pregnancy; enteritis; partial intestinal obstruction (?); the latter based upon suspected adhesions from previous surgery performed elsewhere five years earlier. Patient in hospital two and one-fourth days; marked improvement under sedation and enemas on second day, with five to seven B.M.'s before release; consultation on second day. Sent home markedly improved on third day with definite instructions. A day and night later had relapse. Another doctor was called, a young man just out of school eleven months; snap diagnosis of complete obstruction, patient stated to be in virtual collapse; rushed her to another hospital with no attempt to get in touch with first doctor; then finds they have

* For other comment in CALIFORNIA AND WESTERN MEDICINE, concerning alien physicians, see in October issue, on page 278, and in current number, on page 287.